



MATER MISERICORDIAE HOSPITAL

TENDER DOCUMENT

FOR

SUPPLY OF CATERING ITEMS AND FOODSTUFFS.

Tender No: MMH/GEN/24/11

**Closing Date: Tuesday 26th November, 2024 at 11.00 am (EA
Time)**

NOVEMBER 2024

TABLE OF CONTENTS

| | |
|--|----|
| INTRODUCTION | 2 |
| SECTION 1 - INVITATION FOR TENDER | 4 |
| SECTION II- INSTRUCTION TO TENDERERS | 6 |
| SECTION III - GENERAL CONDITIONS OF CONTRACT | 18 |
| SECTION IV - SPECIAL CONDITIONS OF CONTRACT | 24 |
| SECTION V – PRICE SCHEDULE & SPECIFICATIONS | 25 |
| SECTION VI - STANDARD FORMS AS BELOW | 36 |
| CONFIDENTIAL BUSINESS QUESTIONNAIRE | 37 |
| BIDDER’S DECLARATION | 39 |
| INTEGRITY PACT | 40 |
| PERFORMANCE SECURITY FORM | 42 |

INTRODUCTION

The Mater Misericordiae Hospital invites bidders who are technically and financially capable to bid for the following category of goods.

- Dry Goods, Consumable and Cutleries
- Fruits, Vegetables and eggs
- Milk products
- Liquids and Beverages

SECTION I - INVITATION FOR TENDER

DATE OF NOTICE: 31/10/2024

TENDER REF.: MMH/GEN/24/11

TENDER NAME: SUPPLY AND DELIVERY OF CATERING ITEMS.

1.1 The Mater Misericordiae Hospital invites sealed bids from eligible candidates for the **Supply of Catering items and Food Stuffs for Two Years.**

1 Interested candidates can obtain further information from and download the tender document from the Hospital's website www.materkenya.com/tender. Tenderers who download the tender document must forward their particulars immediately to **tenders@materkenya.com; copied to lasumani@materkenya.com, amuema@materkenya.com** to facilitate any further clarification or addendum. Inquiries will be made through the same email address.

1.1 Payment of the Tender price is subject the following terms:

- a) Tenderers who purchased tender document No. MMH/GEN/22/49 which closed on 19th December 2022 shall be exempted from paying the prescribed tender fee. In this case, the previous Mpesa message or a copy of the receipt that was obtained from our Casualty cashier **must be attached** to the tender response document.
- b) New participants shall pay a non-refundable fee of **Kshs 2,000.00 via M-pesa (Paybill526000; Ac. No. "Your Company Name, Tender No. provided")**. The M-pesa payment message or an original receipt obtained from our Casualty cashier shall be printed and attached to the tender response document.

1.2 Bidders shall attach, in the tender response documents, a flash disk with two files of the filled-up Price Schedule - in MS Word and PDF Adobe

1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.

1.4 In addition, invited tenderers must take note of all mandatory requirements as highlighted in the Appendix to Instructions to Tenderers; Mandatory Requirements, Technical Requirements, Price Schedules, and other pertinent information.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked envelope clearly labeled the Tender Number and Name with the instructions "Do not open before "Tuesday 26th November 2024" and will be addressed to

THE CHIEF EXECUTIVE OFFICER
THE MATER MISERICORDIAE HOSPITAL
P. O. BOX 30325 - 00100,
NAIROBI

- 1.6 Dropped at the Tender Box located at the reception of the Administration Block, 3rd Floor.
- 1.2 Mater Misericordiae Hospital is a Corruption free environment. Any Pressure, influence attempt should report to the Chief Executive Officer

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses

| | Page |
|--|-------------|
| 2.1 Eligible Tenderers..... | 7 |
| 2.2 Cost of Tendering..... | 7 |
| 2.3 Contents of Tender document..... | 7 |
| 2.4 Clarification of Tender document..... | 8 |
| 2.5 Amendments of Tender document..... | 8 |
| 2.6 Language of Tenders..... | 8 |
| 2.7 Documents Comprising the Tender..... | 8 |
| 2.8 Tender Form..... | 9 |
| 2.9 Tender Prices..... | 9 |
| 2.10 Tender Currencies..... | 9 |
| 2.11 Tenderers Eligibility and Qualifications..... | 9 |
| 2.12 Tender Security..... | 9 |
| 2.13 Validity of Tenders..... | 10 |
| 2.14 Format and Signing of Tenders..... | 10 |
| 2.15 Deadline for Submission of Tenders..... | 10 |
| 2.16 Modification and Withdrawal of Tenders..... | 11 |
| 2.17 Opening of Tenders..... | 11 |
| 2.18 Clarification of Tenders..... | 11 |
| 2.19 Preliminary Examination..... | 11 |
| 2.20 Conversion to Single Currency..... | 12 |
| 2.21 Evaluation and Comparison of Tenders..... | 12 |
| 2.22 Contacting Mater Misericordiae Hospital..... | 13 |
| 2.23 Post-Qualification..... | 13 |
| 2.24 Award Criteria..... | 13 |
| 2.25 Mater Misericordiae Hospital's Right to Accept or Reject any or all Tenders..... | 14 |
| 2.26 Notification of Award..... | 14 |
| 2.27 Signing of Contract..... | 14 |
| 2.28 Performance Security..... | 15 |
| 2.29 Corrupt or Fraudulent Practices..... | 15 |

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Mater Misericordiae Hospital's employees, committee members, council members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Mater Misericordiae Hospital to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Mater Misericordiae Hospital, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Kshs.1,000/=

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and the addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Service
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Performance security Form
 - (xi) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify Mater Misericordiae Hospital by email at Mater Misericordiae Hospital's address indicated in the Invitation for tenders. The Mater Misericordiae Hospital will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by Mater Misericordiae Hospital. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 Mater Misericordiae Hospital shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, Mater Misericordiae Hospital, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Mater Misericordiae Hospital, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Mater Misericordiae Hospital, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Declaration Form.

2.8. Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the products or services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to Mater Misericordiae Hospital's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

No tender Security shall be provided for this tender

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 150 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Mater Misericordiae Hospital as non-responsive.

2.13.2 In exceptional circumstances, Mater Misericordiae Hospital may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15. Deadline for Submission of Tenders

2.15.1 Tenders must be received by The Mater Misericordiae Hospital not later than the closing date provided.

2.16.1 Mater Misericordiae Hospital may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of Mater Misericordiae Hospital and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification is communicated via tenders@materkenya.com 3 days prior to deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the period of tender validity. Withdrawal of a tender

during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 Mater Misericordiae Hospital will open tenders on the date assigned in the Appendix to Tenderers
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and such other details as Mater Misericordiae Hospital, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 Mater Misericordiae Hospital will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders Mater Misericordiae Hospital may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence Mater Misericordiae Hospital's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 Mater Misericordiae Hospital will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 Mater Misericordiae Hospital may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, Mater Misericordiae Hospital will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations Mater Misericordiae Hospital's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by Mater Misericordiae Hospital and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, Mater Misericordiae Hospital will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 Mater Misericordiae Hospital will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 Mater Misericordiae Hospital's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

Mater Misericordiae Hospital requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than Mater Misericordiae Hospital's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative

payment schedule. Mater Misericordiae Hospital may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting Mater Misericordiae Hospital

2.23.1 Subject to paragraph 2.19 no tenderer shall contact Mater Misericordiae Hospital on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence Mater Misericordiae Hospital in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 Mater Misericordiae Hospital will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as Mater Misericordiae Hospital deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Mater Misericordiae Hospital will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 Mater Misericordiae Hospital will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Mater Misericordiae Hospital's Right to accept or Reject any or all Tenders

- 2.26.1 Mater Misericordiae Hospital reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Mater Misericordiae Hospital's action. If Mater Misericordiae Hospital determines that none of the tenders is responsive, Mater Misericordiae Hospital shall notify each tenderer who submitted a tender.
- 2.26.2 Mater Misericordiae Hospital shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiry of the period of tender validity, Mater Misericordiae Hospital will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and Mater Misericordiae Hospital pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 Mater Misericordiae Hospital will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as Mater Misericordiae Hospital notifies the successful tenderer that its tender has been accepted, Mater Misericordiae Hospital will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Mater Misericordiae Hospital.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to Mater Misericordiae Hospital.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Mater Misericordiae Hospital may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 Mater Misericordiae Hospital requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 Mater Misericordiae Hospital will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

2.4 APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the Supply and Delivery of Foodstuffs (Dry Goods, Consumables and Cutlery, Vegetables, fruits, eggs, liquids and beverages, and Milk Products) shall complement, supplement, or amend, the provisions on the instructions to tenderers.

Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

(I) Provisions of Appendix to instructions to Tenderers

| INSTRUCTIONS TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS |
|-------------------------------------|--|
| | I.MANDATORY EVALUATION |
| 1.1 | <p>a) Tenderers who purchased tender document No. MMH/GEN/22/49 which closed on 19th December 2022 shall be exempted from paying the prescribed tender fee. In this case, the previous Mpesa message or a copy of the receipt that was obtained from our Casualty cashier must be attached to the tender response document.</p> <p>b) New participants shall pay a non-refundable fee of Kshs 2,000.00 via M-pesa (Paybill526000; Ac. No. “Your Company Name, Tender No. provided”). The M-pesa payment message or an original receipt obtained from our Casualty cashier shall be printed and attached to the tender response document.</p> |
| 1.2 | Bidders shall attach , in the tender response documents, a flash disk with two files of the filled-up Price Schedule - in MS Word and PDF Adobe |
| 2.4.1 | <p>The invited tenderer must be eligible as required below and hence submit the following Mandatory documents;</p> <p>CONDITIONS TO BE MET BY TENDERER</p> <ul style="list-style-type: none"> (i) Attach a sheet with the M-pesa payment message or an original receipt for Kes. 1,000 obtained from our Casualty cashier after payment via M-pesa (Paybill 526000; Ac. No. “Your Company Name, Tender No. provided”). (ii) A copy of a valid Tax Compliance Certificate (iii) A copy of the Certificate of Registration/Incorporation (iv) Copy of CR12 not more than one year old (v) Must provide Quality Certification from a reputable and qualified Regulatory certification body. (vi) A company profile. (vii) Submission of the filled price schedule in the tender document and attach a flash disk with data as highlighted in the invitation to tender (Clause. 1.4). (viii) Submit the following Forms under Section VI: <ul style="list-style-type: none"> ▪ Duly filled and signed Confidential Business Questionnaire ▪ Duly filled and signed Bidder’s Declaration ▪ Duly filled and signed Integrity Pact ▪ Duly filled and signed Price Schedule Form |
| 2.4.2 | For any clarifications related to the tender document please contact: tenders@materkenya.com Copy: lasumani@materkenya.com & amuema@materkenya.com |

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| | No Tender Security is required | |
| 2.15 | Deadline for Submission of Tenders: Tuesday 26th November, 2024 | |
| 2.2.4 | TECHNICAL EVALUATION CRITERIA | Comments |
| | <p>1. Compliance to specifications. The company profile shall contain confirmation that deliveries will be made as per the specified descriptions, quality, dimensions, and packaging stipulated in section V below (Price schedule, Scope of supply etc)</p> <p>N.B Bidders shall quote for category(s) that meet their business offers.</p> | Comply 100% with all the requirements |
| | <p>2. Experience: Brief company profile should include:</p> <p>a) At least 4 large reputable corporates that must be Hospitality, Healthcare, Major Supermarkets, Fast-Moving Goods, and Educational organizations that you have dealt with in the last three years. Provide contact details of your clients and recommendation letters.</p> <p>b) Due diligence will be conducted to validate & qualify the technical and financial capacity of the tenderer.</p> | Comply 100% with all the requirements |
| | <p>2. Work plans and Methodology of supply logistics</p> <p>a) Highlight Supply Chain existing models for catering items that explain flexible & reliable logistics, food storage and preservation, and quality assurance.</p> <p>b) Provide evidence of own or outsourced transport; and capacity to distribute supplies to various branches/ locations of your clients.</p> | Comply 100% with all the requirements |
| | <p>3. Delivery Terms and Conditions. The Company Profile shall: Confirm ability to adhere to delivery time (lead time) of 24 hours after call-offs from Monthly bulk LPO or emergent Local Purchase Orders are received. Also, refer to section V below.</p> | Comply 100% with all the requirements |
| | <p>4. Financial Capabilities. The Company Profile shall highlight:</p> <p>a) Ability to handle LPO business worth a minimum of Kes 400,000 per month. Attach documentary evidence of at least any two (2) months within a year showing cumulative deliveries of a minimum of Kes. 400,000 each. (copies of LPO/LSOs, Client letters, or contract copies)</p> <p>b) Acceptance to adhere to a credit period of 60 Days.</p> | Comply 100% with all the requirements |
| TO NOTE: | | |
| <ul style="list-style-type: none"> ▪ To confirm quality, the evaluation team may request samples. ▪ To qualify at the technical evaluation stage, tenderers must meet 100% of the above technical requirements to proceed to financial evaluation ▪ N.B Due diligence may be undertaken | | |
| III. FINANCIAL EVALUATIONS | | |
| 2.22 | <ul style="list-style-type: none"> • Firms will fill in the price schedule in section V below; and submit a flash disc as requested. • <i>Bidders shall quote for any category as per their type of business</i> • The firm or firms that offer the most competitive bid may be subjected to negotiations before the award. Firms will be awarded based on the accepted range of price offers i.e. (Tier 1, Tier 2, Tier 3, etc.) | |
| Section IV | The winning tenderer will be required to comply with the Special condition of the Contract as highlighted in Section V. The performance Bond will be 10% of the tender price. | |

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

| | Page |
|--|------|
| 3.1 Definitions..... | 19 |
| 3.2 Application..... | 19 |
| 3.3 Standards..... | 19 |
| 3.4 Use of Contract Documents and Information..... | 19 |
| 3.5 Patent Rights..... | 20 |
| 3.6 Performance Security..... | 20 |
| 3.7 Delivery of Services and Documents..... | 20 |
| 3.8 Payment..... | 20 |
| 3.9 Prices..... | 21 |
| 3.10 Assignment..... | 21 |
| 3.11 Termination for Default..... | 21 |
| 3.12 Termination for Insolvency..... | 22 |
| 3.13 Termination for Convenience..... | 22 |
| 3.14 Resolution of Disputes..... | 22 |
| 3.15 Governing Language..... | 22 |
| 3.16 Applicable law..... | 22 |
| 3.17 Force Majeure..... | 23 |
| 3.18 Notices..... | 23 |

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between Mater Misericordiae Hospital and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to Mater Misericordiae Hospital under the Contract.
- (d) “Mater Misericordiae Hospital” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without Mater Misericordiae Hospital’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan,

drawing, pattern, sample, or information furnished by or on behalf of Mater Misericordiae Hospital in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without Mater Misericordiae Hospital's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of Mater Misericordiae Hospital and shall be returned (all copies) to Mater Misericordiae Hospital on completion of the contract's or performance under the Contract if so required by Mater Misericordiae Hospital.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify Mater Misericordiae Hospital against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Mater Misericordiae Hospital the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to Mater Misericordiae Hospitals compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Mater Misericordiae Hospital and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by Mater Misericordiae Hospital and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by Mater Misericordiae Hospital in the schedule of requirements and the special conditions of contract

3.8. Payment

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.82. Payment shall be made promptly by Mater Misericordiae Hospital, but not later than forty-five (45) days after submission of an invoice.

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in Mater Misericordiae Hospital's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by Mater Misericordiae Hospital within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with Mater Misericordiae Hospital's prior written consent.

3.11. Termination for Default

3.11.1 Mater Misericordiae Hospital may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Mater Misericordiae Hospital.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of Mater Misericordiae Hospital has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event Mater Misericordiae Hospital terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to Mater

Misericordiae Hospital for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 Mater Misericordiae Hospital may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Mater Misericordiae Hospital.

3.13. Termination for Convenience

3.13.1 Mater Misericordiae Hospital by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination Mater Misericordiae Hospital may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 Mater Misericordiae Hospital and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If such informal negotiations both parties have been unable to resolve amicably either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE TENDERER

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|------------------------|---|
| 4.1.2 Applicable Law | The Laws of Kenya |
| 4.1.3 Notices | Addressed to THE CHIEF EXECUTIVE OFFICER THE MATER MISERICORDIAE HOSPITAL P. O. BOX 30325 - 00100, <u>NAIROBI.</u> Email: ceo@materkenya.com |
| 4.1.4 Performance Bond | Not required |

SECTION V – PRICE SCHEDULE AND SCHEDULE OF REQUIREMENTS; SCOPE OF SUPPLY AND SPECIFICATIONS

1) PRICE SCHEDULE AND SCHEDULE OF REQUIREMENTS

Bidders shall quote for any category as per their type of business

I. DRY GOODS, CONSUMABLES & CUTLERY PRICE SCHEDULE

| ITEM CODE | DESCRIPTION | PURCHASE UNIT | ANNUAL CONSUMPTION | BRAND | MANUFACTURER | PACK SIZE | UNIT PRICE (VAT INCLUSIVE) | TOTAL PRICE (VAT INCLUSIVE) |
|-----------|--------------------------|---------------|--------------------|-------|--------------|-----------|----------------------------|-----------------------------|
| BB01 | BLUE BAND 500gm | PIECE | 150 | | | | | |
| | BLUE BAND 15GRAMS | PIECE | 150 | | | | | |
| CC006 | COCOA 100 GRAMS | TIN | 4704 | | | | | |
| CC009 | DRINKING CHOCOLATE 450G | TIN | 2736 | | | | | |
| CO004 | COFFEE 50 GRAMS | BOX | 2832 | | | | | |
| CO006 | COFFEE 100G | PIECE | 500 | | | | | |
| DD005 | COCOA 320GMS | TIN | 300 | | | | | |
| | CHOCO PRIMO 100 GRAMS | TIN | 200 | | | | | |
| H001 | HOME D/ BISCUITS - 3KG | TIN | 252 | | | | | |
| KTA001 | AJINO MOTO 454GM | PACKET | 888 | | | | | |
| KTA002 | ALUMINIUM FOIL 45*90 | ROLL | 4920 | | | | | |
| KTA007 | ATTA MARK 2KG | BALE | 8352 | | | | | |
| KTA009 | APRICOT JAM | KG | 84 | | | | | |
| KTB003 | BAKED BEANS TINNED 420GM | TIN | 744 | | | | | |
| KTB004 | BAKING FLOUR 2KG | BALE | 43632 | | | | | |

| | | | | | | | |
|--------|--------------------------|--------|-------|--|--|--|--|
| KTB005 | BAKING POWDER 500GM JAR | TIN | 3024 | | | | |
| KTB018 | BLACK OLIVE 340GM | TIN | 72 | | | | |
| KTB019 | BLACK PEPEER 500GM | PACKET | 96 | | | | |
| KTB025 | BROWN RICE | KG | 2724 | | | | |
| KTB026 | BROWN SUGAR | KG | 1296 | | | | |
| KTB032 | YELLOW BEANS | KG | 7002 | | | | |
| | CARDAMON | PACKET | 120 | | | | |
| KTC004 | CASHW NUTS 500GM | PACKET | 408 | | | | |
| KTC009 | CHICK PEAS 400GMS | TIN | 2964 | | | | |
| KTC016 | CHILLI SAUCE 5LTS | BOTTLE | 156 | | | | |
| KTC018 | CINAMON POWDER 500G | PACKET | 204 | | | | |
| KTC020 | CLING FILM 30CM*300 ROLL | ROLL | 8544 | | | | |
| KTC021 | COCOA 320GM | TIN | 948 | | | | |
| KTC022 | COCONUT CREAM 400ML | TIN | 4152 | | | | |
| KTC023 | COCONUT MILK 400ML | TIN | 4584 | | | | |
| KTC024 | COFFEE SACHETS 1.6G | PIECE | 99792 | | | | |
| KTC025 | COOKING OIL 20LITRES | LITRES | 1176 | | | | |
| KTC026 | CORN FLAKES P/A 500GM | PACKET | 7632 | | | | |
| KTC027 | CORN FLOUR 440GM | PACKET | 5184 | | | | |
| KTC029 | CROMA BLUE BAND 10KG | BOX | 3672 | | | | |
| KTC031 | CUMMIN SEED 500GM | PACKET | 12 | | | | |
| KTC032 | CAKE BOX 14 X 14 | PIECE | 22 | | | | |
| KTC033 | CAKE BOX 12 X 12 | PIECE | 17 | | | | |
| KTC034 | THERMO ROLL | PIECE | 6600 | | | | |
| KTC036 | CHIVES | KG | 2028 | | | | |

| ITEM CODE | DESCRIPTION | PURCHASE UNIT | ANNUAL CONSUMPTION | BRAND | MANUFACTURER | PACK SIZE | UNIT PRICE (VAT INCLUSIVE) | TOTAL PRICE (VAT INCLUSIVE) |
|-----------|-----------------------------|---------------|--------------------|-------|--------------|-----------|----------------------------|-----------------------------|
| KTD001 | DARK CHOCOLATE 2.5KG | PIECE | 204 | | | | | |
| KTD003 | DESSICATED COCONUT 500G | PACKET | 288 | | | | | |
| | DHARA JEERA 500GM | PACKET | 60 | | | | | |
| KTD007 | DISPOSABLE SPOONS | PIECE | 379800 | | | | | |
| | STAINLESS STEEL SPOONS | | | | | | | |
| KTD009 | DRY YEAST 500GM | PIECE | 156 | | | | | |
| KTD010 | DRINKING STRAW PACKET | PACKET | 1224 | | | | | |
| KTD012 | DRINKING CHOCOLATE 125GMS | TIN | 144 | | | | | |
| KTD013 | DISPOSABLE PLATES 9" | PIECE | 67992 | | | | | |
| KTF001 | FAMILIA UJI FLOUR WIMBI 1KG | BALE | 13644 | | | | | |
| KTF005 | DISPOSABLE FORK | PIECE | 31200 | | | | | |
| KTG004 | GINGER POWDER 100GM | PACKET | 168 | | | | | |
| KTG007 | GREEN GRAM 1KG | PACKET | 12336 | | | | | |
| KTG008 | GREEN OLIVES 340GM | TIN | 204 | | | | | |
| KTG010 | GREASEPROOF PAPER PKT | PACKET | 36300 | | | | | |
| KTG011 | GLUCOSE SYRUP 500G | TIN | 24 | | | | | |
| KTG012 | GELATINE 500G | PACKET | 12 | | | | | |
| KTI001 | ICING SUGAR 500GM | PACKET | 1860 | | | | | |
| KTM002 | MAIZE FLOUR 2KG X12 | BALE | 27072 | | | | | |
| KTM005 | MARMALADANE JAM 20*100S | BOX | 852 | | | | | |
| KTM006 | MATCHBOXES 1*10 | BOX | 756 | | | | | |

| ITEM CODE | DESCRIPTION | PURCHASE UNIT | ANNUAL CONSUMPTION | BRAND | MANUFACTURER | PACK SIZE | UNIT PRICE (VAT INCLUSIVE) | TOTAL PRICE (VAT INCLUSIVE) |
|-----------|----------------------------|---------------|--------------------|-------|--------------|-----------|----------------------------|-----------------------------|
| KTM008 | MAYONNAISE 946ML | TIN | 3036 | | | | | |
| KTM015 | MIXED PEELS 500G | PACKET | 936 | | | | | |
| KTM019 | MIMETIC | KG | 132 | | | | | |
| KTM024 | MILO (SATCHET) 10GM | PIECE | 401 | | | | | |
| KTN019 | NJAHU 1KG | PKT | 9252 | | | | | |
| | OIL ESSENCE | PIECE | 12 | | | | | |
| KTO002 | OLIVE OIL 1LTR | BOTTLE | 168 | | | | | |
| KTO009 | OREGANO 500GM | PACKET | 12 | | | | | |
| KTO012 | OYSTER SAUCE YOWE 510ML | BOTTLE | 2868 | | | | | |
| | PARPRIKA POWDER 500GM | PACKET | 12 | | | | | |
| KTP005 | PASTA FUSILI 500 | PACKET | 3000 | | | | | |
| KTP010 | PET SODA 500ML*24 | BOTTLE | 58,440 | | | | | |
| KTP011 | PILAU MASALA 100GM | TIN | 612 | | | | | |
| KTP014 | PORRIDGE OATS KG | PACKET | 2940 | | | | | |
| KTP018 | PLASTIC DISPOSABLE GLASSES | PACKET | 2712 | | | | | |
| KTP022 | TEA/COFFEE CUPS 250ML | PIECE | 6500 | | | | | |
| KTS001 | SALT 1KG | PACKET | 17,760 | | | | | |
| KTS002 | SALT SACHETS 1000S | BOX | 1464 | | | | | |
| KTS004 | SODA BI-CARBONATE 100GM | PACKET | 7584 | | | | | |
| KTS005 | SOY SAUCE DARK 500ML | BOTTLE | 2976 | | | | | |
| KTS006 | SPAGHETTI 500G | PACKET | 5220 | | | | | |

| ITEM CODE | DESCRIPTION | PURCHASE UNIT | ANNUAL CONSUMPTION | BRAND | MANUFACTURER | PACK SIZE | UNIT PRICE (VAT INCLUSIVE) | TOTAL PRICE (VAT INCLUSIVE) |
|-----------|----------------------------|---------------|--------------------|-------|--------------|-----------|----------------------------|-----------------------------|
| KTS009 | STRAWBERRY JAM 20*100 | BOX | 888 | | | | | |
| KTS012 | SUGAR SACHETS 1000S | BOX | 3072 | | | | | |
| KTS014 | SULTANAS | PACKET | 1728 | | | | | |
| KTS016 | SWEET CORN 400GM | TIN | 960 | | | | | |
| KTS019 | SUFURIA SCRUBBER | PIECES | 8760 | | | | | |
| KTT001 | TAKE AWAY CONTAINERS 500ML | PIECE | 78600 | | | | | |
| | TOMATO KETCHUP 300GMS | PIECE | 18 | | | | | |
| KTT009 | TOMATO SACHETS | BOX | 252 | | | | | |
| KTT010 | TOMATO SAUCE 5LTR | LITRES | 1620 | | | | | |
| KTT012 | TOOTHPICKS 100S | BOX | 14316 | | | | | |
| KTT013 | TUMERIC POWDER 500G | PACKET | 252 | | | | | |
| KTT019 | TOMATO PASTE 3.3KG | TIN | 2880 | | | | | |
| KTV002 | VANNILLA ESSENCE 500ML | PIECE | 900 | | | | | |
| KTV003 | VEGETABLECOOKINGFAT10KG | BOX | 4248 | | | | | |
| KTW003 | WEETABIX 450GM | PACKET | 5304 | | | | | |
| KTW004 | WHIPPING CREAM 1LITRE | PACKET | 1812 | | | | | |
| KTW005 | WHITE CHOCOLATE 2.5KG | TIN | 60 | | | | | |
| KTW006 | WHITE PEPPER 500G | PACKET | 516 | | | | | |
| KTW007 | WHITE PISHORI RICE 156*24 | KG | 210888 | | | | | |
| KTW008 | WHITE VINEGAR 700ML | BOTTLE | 1956 | | | | | |
| KTY001 | YELLOW LENTIS 1KG | TIN | 2544 | | | | | |
| M068 | MILK POWDER 500GMS | TIN | 2208 | | | | | |
| MI004 | MILO 400GMS | TIN | 1032 | | | | | |

| ITEM CODE | DESCRIPTION | PURCHASE UNIT | ANNUAL CONSUMPTION | BRAND | MANUFACTURER | PACK SIZE | UNIT PRICE (VAT INCLUSIVE) | TOTAL PRICE (VAT INCLUSIVE) |
|-----------|--------------------------------|---------------|--------------------|-------|--------------|-----------|----------------------------|-----------------------------|
| P001 | POWDER MILK 500GMS | TIN | 1584 | | | | | |
| SU007 | SUGAR 1KG | PACKET | 155340 | | | | | |
| SU008 | SUGAR 2KG | PACKET | 77670 | | | | | |
| TB011 | TAG & ENVELOPED TEA BAGS 50PCS | CARTON | 2364 | | | | | |
| TB011A | TAG & ENVELOPED TEA BAGS 100PC | CARTON | 12636 | | | | | |
| WB001 | WESCOBEE HONEY 500G | PIECE | 2052 | | | | | |
| KTC037 | CAKE BASE 12X12 | PIECE | 17 | | | | | |
| KTC038 | CAKE BASE 10X10 | PIECE | 14 | | | | | |
| KTC039 | CAKE BASE 14X14 | PIECE | 22 | | | | | |
| | COWPEAS | KG | 633 | | | | | |
| KTC041 | CAKE BOX 10X10 | PIECE | 14 | | | | | |
| KTK005 | KIDNEY BEANS RED | IKG | 702 | | | | | |
| KTK006 | KAMANDE PEAS | IKG | 819 | | | | | |
| KTP001 | PANEER CHEESE | KG | 15 | | | | | |
| KTP023 | PASTRY MARGARINE | 10KG | 17 | | | | | |
| KTR004 | ROSE COCO BEANS 1KG | PACKET | 542 | | | | | |
| | STRAWBERRY JAM 1KG | IKG | 718 | | | | | |

II. LIQUID AND BEVERAGES PRICE SCHEDULE

| ITEM CODE | DESCRIPTION | PURCHASE UNIT | ANNUAL CONSUMPTION | BRAND | MANUFACTURER | PACK SIZE | UNIT PRICE (VAT INCLUSIVE) | TOTAL PRICE (VAT INCLUSIVE) |
|-----------|--|---------------|--------------------|-------|--------------|-----------|----------------------------|-----------------------------|
| MW002 | MINERAL WATER 0.5 LITRES | CARTON | 259896 | | | | | |
| PP001 | PICK AND PEEL 1 LITRE | PACKET | 89280 | | | | | |
| | MINERAL WATER 1 LITER BRANDED (WITH MATER LOGO). | | | | | | | |
| | MINERAL WATER 0.5LITRES BRANDED (WITH MATER LOGO). | | | | | | | |
| KTJ002 | PICK AND PEEL 250ML | PACKET | 1152 | | | | | |
| KTB020 | BOTTLE SODA 300ML | BOTTLE | 114876 | | | | | |
| KTP017 | PET SODA (MWALA) 350ML | BOTTLE | 1152 | | | | | |
| KTP010 | PET SODA 500ML*24 | BOTTLE | 6624 | | | | | |

III.MILK PRODUCTS PRICE SCHEDULE

| ITEM CODE | DESCRIPTION | PURCHASE UNIT | ANNUAL CONSUMPTION | BRAND | MANUFACTURER | PACK SIZE | UNIT PRICE (VAT INCLUSIVE) | TOTAL PRICE (VAT INCLUSIVE) |
|-----------|----------------------|---------------|--------------------|-------|--------------|-----------|----------------------------|-----------------------------|
| KTM023 | MILK POUCH 20LTRS | PIECE | 50,004 | | | | | |
| KTF004 | YOGHURT 100ML | PCS | 183,024 | | | | | |
| KTM009 | MILK 500ML | PKT | 163,240 | | | | | |
| | MILK 250ML | | 50,000 | | | | | |
| KTM016 | MOZZARELLA CHEESE | KG | 456 | | | | | |
| KTO007 | ICE CREAM (80ML) CUP | PCS | 59,016 | | | | | |
| KTL008 | LOW FAT MILK 250ML | PACKET | 32.832 | | | | | |

IV.FRUITS, VEGETABLES & EGGS

| ITEM CODE | DESCRIPTION | PURCHASE UNIT | ANNUAL CONSUMPTION | BRAND | MANUFACTURER | PACK SIZE | UNIT PRICE (VAT INCLUSIVE) | TOTAL PRICE (VAT INCLUSIVE) |
|-----------|----------------------|---------------|--------------------|-------|--------------|-----------|----------------------------|-----------------------------|
| KTA005 | APPLES RED AND GREEN | KG | 15780 | | | | | |
| KTA006 | ARROW ROOTS | KG | 22728 | | | | | |
| KTA008 | AVOCADO | PCS | 1416 | | | | | |
| KTB001 | BABY MARROW | KG | 38268 | | | | | |
| KTB006 | BANANA | KG | 124464 | | | | | |
| KTB007 | BASIL | PCS | 648 | | | | | |
| KTB016 | BEETROOT | KG | 540 | | | | | |
| KTB022 | BROCCOLI | KG | 20676 | | | | | |

| | | | | | | | |
|--------|--------------------|-----|--------|--|--|--|--|
| KTC001 | CABBAGE | KG | 141684 | | | | |
| KTC003 | CARROT | KG | 85092 | | | | |
| KTC005 | CAULIFLOWER | KG | 20976 | | | | |
| KTC006 | CELERY | KG | 9048 | | | | |
| KTC017 | CHINESE CABBAGE | KG | 9948 | | | | |
| KTC030 | CUCUMBER | KG | 2484 | | | | |
| KTD004 | DHANIA | PCS | 94776 | | | | |
| KTD006 | DILL | PS | 2352 | | | | |
| KTE001 | EGG PLANT | KG | 1392 | | | | |
| KTF003 | FRENCH BEANS | KG | 12396 | | | | |
| KTG001 | GARDEN PEAS | KG | 28716 | | | | |
| KTG002 | GARLIC IMPORTED | KG | 2688 | | | | |
| KTG003 | GINGER | KG | 2376 | | | | |
| KTG005 | GRAPES IMPOTED RED | PKT | 7200 | | | | |
| KTG006 | GREEN CHILLIES | KG | 624 | | | | |
| KTG009 | GREEN PEPPER | KG | 8652 | | | | |
| KTK003 | KAHURURA | KG | 35904 | | | | |
| KTL001 | LADY FINGER/OKRA | KG | 600 | | | | |
| KTL005 | LEEKES | KG | 10656 | | | | |
| KTL006 | LEMONS | KG | 3720 | | | | |
| KTL007 | LETTUCE | KG | 3780 | | | | |
| KTM001 | MAIZE | KG | 0 | | | | |
| KTM003 | MAIZE SHEELED | KG | 22980 | | | | |
| KTM004 | MANAGU | PCS | 18888 | | | | |
| KTM007 | MATOKE | KG | 47340 | | | | |
| KTM013 | MINT LEAVES | KG | 1764 | | | | |
| KTM017 | MUSHROOMS | PKT | 3900 | | | | |
| KTO004 | ONION RED | KG | 66288 | | | | |
| KTP003 | PARSLEY | KG | 324 | | | | |

| | | | | | | | | |
|--------|--------------------------------|--------|---------|--|--|--|--|--|
| KTP004 | PASSION BLACK | KG | 2436 | | | | | |
| KTP007 | PAWPAW | KG | 92424 | | | | | |
| KTP019 | PEARS | KG | 2724 | | | | | |
| KTP012 | PINEAPPLES | KG | 72600 | | | | | |
| KTP015 | POTATO WHOLE SELECTED FORCHIPS | KG | 646512 | | | | | |
| KTP016 | PUMPKIN | KG | 5568 | | | | | |
| KTR002 | RED PEPPER | KG | 7080 | | | | | |
| KTR005 | ROSEMARY | KG | 9396 | | | | | |
| KTS003 | SNOW PEAS | KG | 1896 | | | | | |
| KTS007 | SPINACH | KG | 137424 | | | | | |
| KTS008 | STRAWBERRIES | KG | 2316 | | | | | |
| KTS013 | SUKUMA WIKI | KG | 56940 | | | | | |
| KTS017 | SWEET MELON | KG | 19920 | | | | | |
| KTS018 | SWEET POTATO | KG | 25812 | | | | | |
| KTT003 | TERERE | KG | 15516 | | | | | |
| KTT011 | TOMATOES | KG | 122,988 | | | | | |
| KTW002 | WATERMELON | KG | 161,880 | | | | | |
| KTY002 | YELLOW PEPPER | KG | 7164 | | | | | |
| KTR001 | RED CHERRIES | PACKET | 52 | | | | | |
| KTE002 | EGGS | CRATES | 2500 | | | | | |

2. SCOPE AND LOGISTICS OF SUPPLY SERVICES

State your ability to work under the following terms.

- The supplier shall quote for items and **provide quality certification** where necessary. To confirm quality, the evaluation team may request for samples.
- Monthly bulk LPO that are made by the Hospital and may be delivered partially as specified by Chefs with consideration to storage availability and consumption patterns. Payment will be against invoices/deliveries received for the month.
- The supplier will not supply more than the quantities in the issued LPOs. All supplies will be inspected against LPOs.
- Goods will be paid within 60 days of invoicing.
- Samples may be requested from suppliers before the supply of new products

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
2. **Bidders Declaration Pact**- This form must be completed by the tenderer and submitted with the tender documents.
3. **Integrity Pact** - This form must be completed by the tenderer and submitted with the tender documents.
4. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to Mater Misericordiae Hospital.

Confidential Business Questionnaire

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

PART 1. Whichever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.

Part _____ General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No.

Fax Email

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one time

Kes.

Name of your bankers Branch

PART 2(a) – Sole Proprietor:

Your name in full, Age

Nationality Country of origin

Citizenship details.....

PART 2(B) – Partnership

Give details of partners as follows

| | Name | Nationality | Citizenship Details | Shares |
|----|-------|-------------|---------------------|--------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

PART 2(C) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kes... ..

Issued Kes.....

Give details of all directors as follows

| | Name | Nationality | Citizenship Details | Shares |
|----|-------|-------------|---------------------|--------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

- 4.
- 5.

Date.....

Signature of Tenderer
(Authorized Signatory)

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

BIDDER'S DECLARATION

We/I the undersigned, in the capacity of
..... for [Name of the
company/firm/individual] certify that I/We **are not in any of the following situations:**

- 1 Bankruptcy or the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 In breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Signature: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for _____

_____ all personnel of *(state the firm)* _____

_____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Mater Misericordiae Hospital (herein referred to as Mater Misericordiae Hospital) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by Mater Misericordiae Hospital for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.

2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favors in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by Mater Misericordiae Hospital for two (2) years. If proven as a fact that we have offered bribes to Mater Misericordiae Hospital or related officials for favors regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by Mater Misericordiae Hospital for a period of two (2) years. If proven that we have offered bribes to Mater Misericordiae Hospital or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by Mater Misericordiae Hospital for a period of two (2) years.

3. In case it is proven that we have offered bribes to a related official or a Mater Misericordiae Hospital official regarding a bid, or concluding or execution of a

contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.

4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and Mater Misericordiae Hospital, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.

5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, Mater Misericordiae Hospital to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

6. The bidder authorizes Mater Misericordiae Hospital, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director/ authorized signatory)

Full Name printed: _____

Stamp of the firm/company:

PERFORMANCE SECURITY FORM

To:
[Name of Mater Misericordiae Hospital]

WHEREAS *[name of tenderer]*
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
_____ *[reference number of the contract]* dated _____ 20 _____
to supply
[description of Security services] (Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Security Company)